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IT IS SO ORDERED.

Dated: January 26, 2006


Burton Perlman
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

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In re:

ESQ. COMMUNICATIONS, INC.,
In re: Percy Squire,
In re: Frank Halfacre,
In re: Campbell Radio Company, LLC,
In re: Stop 26-Riverbend, Inc.,
In re: Stop 26-Riverbend Licenses, LLC,

Debtors.

Case No. 05-16685 - Jointly Administered
with:

Case No. 05-16704
Case No. 05-16784
Case No. 05-16762
Case No. 05-16786
Case No. 05-16808

Chapter 11
Judge Burton Perlman

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ORDER UNDER 11 U.S.C. §§ 105(a), 363, 365 AND 1146(c) AND FED. R. BANKR. P. 2002, 6004, 6006 AND 9014 (I) AUTHORIZING SALE OF THE DEBTORS' ASSETS, FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, (II) DETERMINING THAT SUCH SALE IS EXEMPT FROM ANY STAMP, TRANSFER, RECORDING OR SIMILAR TAXES AND (III) GRANTING RELATED RELIEF

This matter having come before the Court on the motion, dated December 12, 2005 (the "Motion") of Stop 26 Riverbend, Inc. ("SRI"), Esq. Communications, Inc. ("ESQ"), Campbell Radio Co., LLC ("CRC"), and Stop 26 Riverbend Licenses, LLC ("SRL") (the "Debtors"), for entry of an order seeking, among other things: (a) authorization of the sale of the Debtor's assets pursuant to sections 105(a), 363(b), (f), (k), (m), (n) and 1146(c) of Title 11 of the United States

Code (the "Bankruptcy Code") and Rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and (b) approval of the assumption and assignment of executory contracts pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006; the Court having entered an order on December 13, 2005 (the "Scheduling Order") approving, among other things, the form and manner of notice of the asset sale as detailed in the Motion, and the assumption and assignment of executory contracts (the "Assigned Contracts") in accordance with sections 102(l), 363, and 365 of the Bankruptcy Code, and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014; and the Court having entered an order on January 4, 2006 (the "Bidding Procedures Order") pursuant to which the Court, among other things, approved the Debtors' proposed bidding procedures; and the Auction and Sale Hearing having been held on January 19, 2006;

Now, upon the record of the Sale Hearing, including the Motion and the filings and pleading in these cases, after due deliberation, and good and sufficient cause appearing therefore, this Court hereby makes the following findings of facts and conclusions of law:

A. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§157 and 1334(b). This is a core proceeding pursuant to 28 U.S.C. §157(b). Venue is proper before this Court pursuant to 28 U.S.C. §1409(a).

B. The statutory predicates for the relief sought in the Motion are sections 105(a), 363(b), (f), (k), (m), (n), 365 and 1146(c) of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006 and 9014.

C. The Chief Restructuring Officer ("CRO") is authorized to bring this Motion on behalf of the Debtors pursuant to the authority granted under that Joint Stipulation and Order Resolving Trustee and Stay Motions and Appointing Chief Restructuring Officer, approved by this Court on August 17, 2005 (the "August 17 Order").

D. As evidenced by the affidavits of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing, (i) the Debtors have provided proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the proposed asset sale and the assumption and assignment of the Assigned Contracts, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the Auction, or the assumption and assignment of the Assigned Contracts is or shall be required.

E. As demonstrated by the testimony and other evidence proffered or adduced at the Sale Hearing and the representations of counsel made on the record at the Sale Hearing, the Debtors have sufficiently marketed the Acquired Assets¹ and conducted the sale process in compliance with the Bidding Procedures Order.

F. D.B. Zwirn Special Opportunities Fund, L.P. ("DBZ") filed proofs of claim against each of the Debtors on October 11, 2005 in the aggregate principal amount of not less than \$16,754,445 in respect of pre-petition obligations (the "DBZ Claim").

G. The Court entered an Interim Order Authorizing Debtors to Incur Post-Petition Secured Indebtedness, to Use Cash Collateral and Scheduling a Final Hearing on December 20, 2005 (the "Interim DIP Order") (Docket No. 206), which became final on January 4, 2006 upon the Court's entry of the "Final Order Authorizing Debtors to Incur Post-Petition Secured Indebtedness and to Use Cash Collateral" (the "Final DIP Order") (Docket No. 225). Pursuant to the Final DIP Order, the Debtors "acknowledge[d], stipulated[d] and agree[d] that the Debtors are indebted to DBZ for Pre-Petition Obligations as of July 12, 2005 in the aggregate amount of at least \$16,786,167.28 in respect of their Pre-Petition Obligations under the Pre-Petition Financing

¹ Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Sale Motion.

Agreement, which amount is unconditionally owing by the Debtors without offset, defense or counterclaim of any kind, nature and description whatsoever". See ¶ 16(d) of Final DIP Order.

H. Pursuant to the Interim DIP Order, any objections to the DBZ Claim had to be filed by December 29, 2005. Huntington National Bank filed an objection on December 29, 2005 to the DBZ Claim (the "Huntington Objection") only to the extent such claim exceeded \$15,574,000 on December 29, 2005. (Docket No. 210). Percy Squire joined with Huntington on December 30, 2005. (Docket No. 215). DBZ entered into a stipulation with Huntington National Bank on January 5, 2005 (the "Stipulation"), which subsumed the Squire objection. Pursuant to the Stipulation, Huntington agreed that the amount of DBZ's claim was at least \$15,574,000 and that DBZ would be entitled credit bid up to \$15,574,000 at the Auction.

I. DBZ or its designee (the "Purchaser") was the successful bidder at the Auction for the Acquired Assets, which was confirmed by the Bankruptcy Court at the Sale Hearing, having credit bid [\$12 million] of its allowed pre-petition secured claim (the "Purchase Price"). The Purchase Price shall be applied as a credit to amounts owed by the Debtors to the Purchaser. The Purchaser is approved as the successful bidder for the Acquired Assets.

J. The Debtors, by and through their CRO have conducted a fair, full and complete marketing and auction process.

K. All actions contemplated by this Order have been duly and validly authorized by all necessary action of the Debtors, and the Debtors have the full power and authority to consummate the transactions contemplated by this Order. No consents or approvals, other than the entry of this Order, are required for the Debtors or the Purchaser to consummate the

transfer of Non-FCC Regulated Assets.² Transfer of title to the FCC Regulated Assets pursuant to the terms of this Order is only subject to approvals by the FCC.³

L. Approval of the Motion and the sale of the Acquired Assets to the Purchaser is in the best interests of the Debtors, their creditors, their estates, and other parties-in-interest.

M. The Debtors are liquidating their assets in an orderly fashion in these cases and have demonstrated both good, sufficient, and sound business purpose and justification and compelling circumstances for the sale of their respective assets pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization. The sale of the Acquired Assets outside of a plan of reorganization is reasonable and appropriate under the circumstances and does not impermissibly dictate the terms of any future plan of reorganization or liquidation that may be filed by the Debtors, individually or collectively.

N. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (a) counsel to DBZ; (b) counsel to the Debtors; (c) all creditors listed on each of the Debtors' Schedules of Assets and Liabilities; (d) all parties that have previously expressed interest in acquiring all or a portion of the Debtors' assets; (e) all entities known to assert a lien, claim, interest or encumbrance (collectively, "Interests") in the Debtors' assets; (f) the United States Attorney's Office; (g) the Internal Revenue Service; (h) all state and local taxing authorities in which the Debtors operate business; (i) all parties having filed a notice of appearance in these cases, and (j) the Office of the United States Trustee.

O. The Auction process and the sale transaction were negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-

² The term "Non-FCC Regulated Assets" refers to all Acquired Assets other than licenses issued by the Federal Communications Commission (the "FCC") in connection with the Debtors' operation of their respective radio stations or any other Acquired Asset whose transfer is subject to approval by the FCC.

length bargaining positions. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the sale to be avoided under section 363(n) of the Bankruptcy Code.

P. The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. The Purchaser will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the sale transactions at any time after the entry of this Order.

Q. The consideration provided by the Purchaser for the Acquired Assets: (i) is fair and reasonable, (ii) is the highest and best offer for the Acquired Assets, and (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

R. The Purchaser would not have agreed to purchase the Acquired Assets and would not consummate the transactions contemplated by this Order, thus adversely affecting the Debtors, their estate, and their creditors, if the sale of the Acquired Assets to the Purchaser and the assignment of the Assigned Contracts to the Purchaser were not free and clear of all Interests of any kind or nature whatsoever and all debts arising under or out of, in connection with, or in any way relating to, any acts of the Debtors, claims (as defined in section 101(5) of the Bankruptcy Code), rights or causes of action (whether in law or in equity, including, but not limited to, any rights or causes of action based on theories of transferee or successor liability under any law, statute, rule, or regulation of the United States, any state, territory, or possession thereof, or the District of Columbia), obligations, demands, guaranties, rights, contractual commitments, restrictions, interests and matters of any kind or nature whatsoever, whether arising prior to or subsequent to the commencement of this case, and whether imposed by agreement, understanding,

³ The term "FCC Regulated Assets" refers to the licenses issued by the FCC in connection with the Debtors' operations of their respective radio stations or any other Acquired Asset whose transfer is subject to approval by the FCC.

law, equity or otherwise (collectively, "Claims"), or if the Purchaser would, or in the future could, be liable for any of the Claims and Interests.

S. The Debtors may sell the Acquired Assets free and clear of all Claims and Interests because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Claims and Interests and non-Debtor parties to Assigned Contracts who did not object, or who withdrew their objections to the Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims and Interests and non-Debtor parties to Assigned Contracts who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

T. The Debtors cannot confirm and consummate a liquidating plan of reorganization absent a sale of the Acquired Assets. The sale thus is in contemplation of a plan and, accordingly, a transfer pursuant to section 1146(c) of the Bankruptcy Code, which shall not be taxed under any law imposing a stamp, transfer, recording, sales, excise, or similar tax.

U. DBZ, as pre-petition creditor and post-petition lender, has consented to the sale of the Debtors' assets pursuant to Bankruptcy Code § 363(f) upon the terms set forth in this Order.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:**

General Provisions

1. The Motion is GRANTED, as further described herein.
2. The notice of the Motion and the notice of the Sale Hearing are approved as being fair, reasonable, and adequate under the circumstances of these bankruptcy cases, and any additional notice as may otherwise be required under state and federal law is hereby deemed satisfied.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.

4. The Purchaser has fully complied with the terms of the Bidding Procedures Order and is the successful bidder for the Acquired Assets.

Closings

5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized and directed to consummate the sale of the Acquired Assets, pursuant to and in accordance with the terms of this Order.

6. By no later than 15 days of after the entry of this Order (the "First Closing Date"): (i) Purchaser shall enter into a Local Programming and Marketing Agreement (the "LMA") with SRL on terms that are acceptable to the CRO and approved by subsequent order of the Court; and (ii) the Debtor shall transfer title to Non-FCC Regulated Assets to the Purchaser. Arrangements for the reimbursement of operational expenses contemplated by the LMA shall be paid to SRL (care of the party designated in the LMA) after execution of the LMA.

7. The Debtors shall transfer title to the FCC-Regulated Assets to the Purchaser upon FCC approval of such transfer (the "Final Closing Date").

8. The Debtors are authorized, directed and empowered to consummate and implement the sale of the Acquired Assets, and to execute and deliver a bill of sale and such other additional instruments and documents that may be reasonably necessary or desirable to implement such sale, and to take all further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, the Acquired Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated herein, including but not limited to obtaining any necessary approvals by the FCC.

Transfer of Acquired Assets

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the transfer of the Non-FCC Regulated Assets to Purchaser shall vest Purchaser with all rights, title and interest in the Non-FCC Regulated Assets effective as of the First Closing Date, and as of the Final Closing Date for the FCC Regulated Assets. Such transfers shall be, free and clear of all Claims and Interests of any kind or nature whatsoever.

10. The Debtors and their respective officers, directors, employees, principals, agents and representatives, including, without limitation, the CRO and Percy Squire, are hereby ordered and directed to fully cooperate with the Purchaser in implementing the terms of this Order including the prompt signing and filing of all documents and applications with the FCC and other governmental or non-governmental entities necessary to effectuate the transaction contemplated by the Auction and this Order. In the event that Debtors or Mr. Squire fail to cooperate as required by the preceding sentence, Purchaser may complete such sections to the best of its ability, based upon publicly available information, and Debtors shall be deemed to have certified the accuracy of the assignor's, transferor's, and licensee's sections of such application as so completed by Purchaser. Debtors shall provide to Purchaser all information deemed necessary or desirable by Purchaser to facilitate the electronic filing of the necessary FCC applications via the FCC Media Bureau's Consolidated Data Base System ("CDBS"), including but not limited to all CDBS account numbers, Federal Registrations Numbers, and associated passwords of Debtors and its affiliates. The Debtors and their principals, agents, and representatives, in such capacities, shall take no action (or refuse to take any action when requested by Purchaser) to delay or defeat FCC or other approval of the transfer of the Acquired Assets from Debtors to Purchaser.

11. Other than FCC approval, each and every federal, state, and local governmental agency, department, or official is hereby directed to accept any and all documents and instruments

necessary and appropriate to consummate the transactions contemplated by the sale of the Acquired Assets.

Assumption and Assignment to Purchaser of Assigned Contracts

12. Assumption and assignment of executory contracts and unexpired leases will be dealt with in a separate order of this Court. The Purchaser shall be permitted to file and serve a notice of intent to assume and assign an executory contract on any party to such contract (each a “Contract Party”) up to forty-five (45) days following the First Closing Date. Such notice shall express the Purchaser’s intent to take assignment of the contract, and shall require that the Contract Party file a Cure Claim or objection to assignment and/or assumption with the Bankruptcy Court within 25 days of the date of the notice (with a copy to the Purchaser and the CRO). In the event the Purchaser and the Contract Party cannot resolve any disputes over asserted Cure Costs, or in the event an objection is filed, a hearing shall be held in the Bankruptcy Court to resolve such dispute and/or objection.

Continuing Validity of Liens and Interests Held by DBZ

13. Notwithstanding anything to the contrary herein, all rights and obligations set forth in (i) that certain Financing Agreement by and among the Debtors and DBZ, dated as of February 6, 2004, and (ii) any and all other documents evidencing debt owed by Debtors, individually or collectively, to DBZ or its affiliates (collectively the “Loan Documents”) shall remain in full force and effect. Nothing contained in this Order, or any documents related thereto shall be deemed to discharge, release, amend, alter, or modify such rights and obligations of the Debtors to DBZ under the Loan Documents pending the Final Closing Date. On the Final Closing Date, the amount of the debt owing to DBZ by the Debtors pursuant to the Loan Documents shall be reduced by the amount of the Purchase Price.

14. Nothing contained in this Order, or any documents related thereto, shall be deemed to discharge, release, amend, alter or modify any obligation owing to DBZ by any non-Debtors,

including but not limited to Associated Radio, Inc., Associated Tower, Inc., Percy Squire and Frank Halfacre. Moreover, nothing contained in this Order, or any documents related thereto, shall be deemed to discharge, release, amend, alter or modify the Debtors' obligations to DBZ under (i) the "DIP Loan" (as defined in the Interim Order) and (ii) this Court's orders authorizing the Debtors to use cash collateral dated August 18, 2005, September 28, 2005 and October 19, 2005 (collectively the "Cash Collateral Orders").

Additional Provisions

15. Any amounts (i) payable by the Debtors pursuant to or in connection with the sale of the Acquired Assets or (ii) expended by Purchaser in the interim period between the First Closing Date and Final Closing Date to operate the Debtors' business shall (A) constitute administrative expenses of the Debtors' estates pursuant to Bankruptcy Code §§ 503(b) and 507(a)(1) and (B) not be discharged, modified, or otherwise affected by any plan of reorganization, the conversion of these cases to one or more cases under chapter 7, or the appointment of a trustee under Bankruptcy Code § 701, 702, 703 or 1104, unless and until the Final Closing Date occurs, at which point such expenses shall no longer be afforded administrative priority.

16. In the interim period between the First Closing Date and the Final Closing Date, the Debtors shall not sell, assign, lease, otherwise transfer, dispose or encumber any of the FCC-Regulated Assets, or permit any of the foregoing to occur without the express written consent of the Purchaser. The Debtors shall preserve the FCC Regulated Assets in the ordinary and usual course of business, consistent with good business practices. No action shall be taken by the Debtors that shall affect the Acquired Assets in any material adverse respect.

17. The consideration provided by the Purchaser for the Acquired Assets shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy

Code and under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia.

18. The consideration provided by the Purchaser for the Acquired Assets is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

19. On the First Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its claims against or interests in the Non-FCC Regulated Assets, if any, as such Claims or Interests may have been recorded or may otherwise exist.

20. On the Final Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its claims against or interests in the FCC Regulated Assets, if any, as such Claims or Interests may have been recorded or may otherwise exist.

21. This Order shall be (a) effective as a determination that (i) on the First Closing Date, all Claims and Interests of any kind or nature whatsoever existing as to the Debtors or the Non-FCC-Regulated Assets prior to the First Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (ii) on the Final Closing Date, all Claims and Interests of any kind or nature whatsoever existing as to the Debtors or the FCC-Regulated Assets prior to the Final Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) binding upon and shall govern the acts of all entities and including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file,

register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Acquired Assets.

22. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing claims against or interests in the Debtors or the Acquired Assets shall not have delivered to the Debtors prior to the First Closing Date with respect to the Non-FCC Regulated Assets and to the Final Closing Date with respect to the FCC Regulated Assets, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims or Interests which the person or entity has with respect to the Debtors or the Acquired Assets or otherwise, then (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Acquired Assets at no cost to the estate and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all claims against or interests in the Acquired Assets.

23. Except as expressly permitted or otherwise specifically provided by this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Claims and Interests against or in the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the First Closing Date or Final Closing Date, or the transfer of the Acquired Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' Claims and Interests. Following the First Closing

Date or Final Closing Date, no holder of a claim against or interest in the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Acquired Assets based on or related to such claim or interest, or any actions that the Debtors may take in its Chapter 11 cases.

24. All entities who are presently, or may be, in possession of some or all of the Acquired Assets are hereby directed to surrender possession to the Purchaser at the First Closing Date with respect to the Non-FCC Regulated Assets and at the Final Closing Date with respect to the FCC Regulated Assets.

25. Subject to the provisions of the LMA, the Purchaser shall not be liable or responsible for any liability or other obligation of the Debtors arising under or related to the Acquired Assets other than for the Purchase Price. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, the Purchaser shall not be liable for any Claims or administrative expenses against the Debtors or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, whether known or unknown as of the First Closing Date with respect to the Non-FCC Regulated Assets and the Final Closing Date with respect to the FCC Regulated Assets, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors. Under no circumstances shall the Purchaser be deemed to (a) be the successor of the Debtors, (b) have, de facto or otherwise, merged with or into the Debtors, or (c) be a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors.

26. This Court shall retain jurisdiction to enforce and implement the terms and provisions of this Order, all related documents, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to compel delivery of the Acquired Assets to the Purchaser, resolve any disputes arising under or related to such sale, except as otherwise provided therein, interpret,

implement, and enforce the provisions of this Order, and protect the Purchaser against any Claims against or Interests in the Debtors or the Acquired Assets, attaching to the Purchase Price.

27. Nothing contained in any plan of reorganization or liquidation confirmed in the Debtors' Chapter 11 case or any order of this Court confirming such plan shall conflict with or derogate from the terms of this Order.

28. The transactions contemplated by this Order are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the asset sale shall not affect the validity of the asset sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a good faith purchaser of the Acquired Assets and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

29. The terms and provisions of the asset sale and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, the Purchaser, and their respective affiliates, successors and assigns, the Debtors' estate and creditors, and any affected third parties including, but not limited to, all persons asserting a Claim against or Interest in the Acquired Assets to be sold to the Purchaser, notwithstanding any subsequent appointment of any trustee, responsible person, estate administrator, representative or similar person (a "Responsible Person") for or in connection with the Debtors' estates or affairs in this case or in these cases or in any subsequent cases under the Bankruptcy Code involving the Debtors, as to which Responsible Person(s) such terms and provisions likewise shall be binding in all respects.

30. Purchaser may assign its interests to purchase the Acquired Assets or the LMA to a third party without further order of this Bankruptcy Court, provided that such assignee can perform the Purchaser's obligations under the LMA. Such assignment shall not be deemed to amend, alter, or modify the terms or validity of this Order or any other document or agreement entered into by and between the Debtors, individually or collectively, and the Purchaser.

31. The transfer of the Acquired Assets is a transfer pursuant to section 1146(c) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp, transfer, recording, sales, excise, or similar tax.

32. As provided by Fed. R. Bankr. P. 6004(g) and 6006(d), and notwithstanding Fed. R. Bankr. P. 7062, this Order shall be effective and enforceable immediately upon entry.

33. The provisions of this Order are nonseverable and mutually dependent.

34. Headings are included in this Order for ease of reference only.

35. The Bankruptcy Court reserves the right to make additional findings of fact and conclusions of law

36. The CRO, on behalf of the Debtors, is authorized and directed to execute such documents and take all other actions as may be necessary to transfer the Debtors' ownership of the Acquired Assets to the Purchaser and to otherwise implement this Order. Wherever the Debtors are authorized and directed to act pursuant to this Order, the CRO shall be an authorized signatory to bind the Debtors. The CRO shall incur no personal liability or obligations of any kind for any actions taken in connection with this sale, and his subsequent efforts to consummate the transaction, including, without limitation, actions taken on behalf of the Debtors in accordance with this Order.

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